



City of Burlington
Department of Parks and Recreation
645 Pine Street, Suite B Burlington, VT
(802) 864-0123
www.enjoyburlington.com

REQUEST FOR PROPOSALS: CONSTRUCTION SERVICES
MILLER COMMUNITY CENTER – PARKING IMPROVEMENT PROJECT

I. PURPOSE & GENERAL INFORMATION

The City of Burlington's Department of Parks and Recreation seeks professional construction services for the Robert Miller Community Center parking improvement project located at 130 Gosse Court Burlington, Vermont 05408. Questions concerning this RFP must be made in writing and received through mail or email by Friday, April 18, 2012.

RFP Issue Date: Wednesday, April 11, 2012, 8:00 AM

Inquiries to: Jen Francis, Parks Planner
Department of Parks and Recreation
645 Pine Street, Suite B
Burlington, VT 05401
Phone: (802) 865-7248
jsfrancis@ci.burlington.vt.us

Owner: City of Burlington – Department of Parks and Recreation
645 Pine Street, Suite B Burlington, Vermont 05401

Team: Construction Manager: Professional Construction Inc.
Engineer: Lamoureux Dickinson

Plans available at: BluePrints Etc., 802-865-4503
80 Farrell Street So. Burlington, VT.
(BluePrints Etc. will charge you directly for the cost of reproducing the plans.)

RFP Proposal Deadline: Friday, April 27, 2012, 12:00 PM

II. SCOPE OF WORK

Description of Services

This RFP addresses the proposed parking expansion project at the Miller Community Center and is limited in scope to the construction services associated with the construction of 22 parking spaces as described in the bid documents.

The Department of Parks & Recreation seeks a contractor to provide professional construction services to complete the project. This includes permitting (e.g. excavation in city right of way),

value engineering, construction, facilitation of project communication and alignment with the project construction manager.

A construction manager has been engaged to provide professional construction management services for an interior renovation project at the Miller Center, currently underway. This CM will manage both the construction of the interior renovation and the exterior improvements.

Bid Package & Scope of Work: Sitework

All sitework, site concrete, and asphalt paving work described on the contract plans in strict accordance with the Contract Documents. Following is a general description of the scope of work which is not intended to be all inclusive:

1. Excavation and backfill for all electrical conduits (conduit to be installed by others).
2. The Owner will provide a baseline and benchmark, all other layout required by the scope of work is the responsibility of the Subcontractor.
3. Traffic control as required.
4. Install and maintain erosion control.
5. Cuts and fills for new parking lot.
6. Receive, unload, inventory, store items required and specified in this bid package.
7. Furnish, place and compact all material for the parking lot expansion.
8. At all disturbed areas furnish and place screened topsoil, grade the topsoil, seed and mulch. Establish growth through the second mowing (mowings by the Owner).
9. Maintain access around the site for other trades.
10. Dewatering for concrete work if required.
11. Furnish and install new light pole bases
12. Remove any trees, bushes and shrubs in the new paved parking area and dispose of off-site.
13. Pavement saw cutting and patching where required.
14. Asphalt paving and pavement markings.
15. Prep for exterior concrete.
16. Furnish and install all new concrete curbing and sidewalks.
17. New fencing around the dumpster area with vinyl slats for screening as shown on the contract plans.
18. Daily clean up to include, pavement sweeping, dust control, placing trash in a dumpster furnished by this contractor or removing trash on a daily basis.
19. Furnish temporary toilets during the period of this work.
20. The new parking lot pole lights will be fed from the last existing pole light closest to the new pole lights. If there is not an extra conduit feed in the existing light pole base, then the electrical contractor will run conduit on the exterior of the light pole base, into the pole base and make the connection in a manner that compiles with all applicable codes.
21. Electrical work is not included in this scope of work, but coordinating and working with the Owner's Electrical contractor is included in this scope of work.

Miscellaneous Provisions

The Owner will provide a baseline and benchmark, all other layout required by the scope of work is the responsibility of the Subcontractor. The Subcontractor's on-site Supervisor will be required to attend a weekly coordination meeting. Subcontractor shall also be required to recycle mandatory recyclables.

Contract Documents

The following comprise the project contract documents:

- Site Plan Sheet 1 of 2, last revision dated 2/2/12 by Lamoureux & Dickerson Consulting Engineers
- Sitework Details and Specifications Sheet 2 of 2, revision dated 2/2/12 by Lamoureux & Dickerson Consulting Engineers
- Lighting Plan Sheet 1 of 1, dated 2/14/12 by Lamoureux & Dickerson Consulting Engineers
- Document dated April 9, 2012 re: Sitework and Electrical Information and Specifications for Paving, Drainage, and Exterior Lighting Improvements at Miller Community & Recreation Center - 130 Gosse Court
- City of Burlington General Bid Requirements dated February 2012
- Federal Labor Standards/Davis Bacon Wage Rates and reporting requirements
- HUD Section 3 Contract requirements
- M-WBE Program Policy
- Women in Construction Trades Ordinance and Reporting Forms

Schedule

All work within the scope of this contract is to be completed by June 22, 2012 unless approved by the Department.

III. SUBMITTAL REQUIREMENTS

Technical Proposal Requirements

The technical proposal should demonstrate that the proposer understands the intent and scope of the project, the character of the deliverables and the construction, the services required for their delivery, and the specific tasks that must be performed in the course of supplying these services. In addition, the qualifications of the proposer to supply the required services must be demonstrated. Proposers will be evaluated on technical expertise and past performance. In order to assist in the evaluation process, please include the following information in the technical proposal:

Cover Letter

This section should provide a brief introduction along with an overview of the proposer's understanding of the nature of the work and approach to be taken.

Introduction to the Construction Company

Proposers shall provide the following information relevant to their companies. Similar information must be provided for each sub-consultant or each member of a joint venture.

- A. Firm name and business address, including telephone number and email contact.
- B. Description of company including: size, year of establishment, former firm names, if applicable, location of office/operation servicing Burlington, history, etc.
- C. Type of ownership, name and location of parent company and subsidiaries, if any.
- D. A description of the firm's general qualifications, including experience with similar types of projects, color images/examples of your work as it relates to this project.
- E. A description of the specific skills and services the firm offers.
- F. Evidence of insurance.

Qualifications and Experience of Key Staff

Proposers shall identify key individuals assigned to this project and include the function and/or responsibility of each of the identified individuals. Experience summaries of these key individuals shall be provided, with emphasis on previous experience on similar projects in similar roles. Resumes of these key individuals may also be included as an appendix. This section should include a discussion of the company's ability to respond to requests in a timely manner.

References

Proposers shall submit names, addresses, and phone numbers of at least three references familiar with the consultant's ability, experience, and reliability in the performance and management of projects of a similar nature.

Items Specific to this Project

Proposers shall address any proposed deviation in the specifications and drawings that should be brought to the attention of the Department as well as confirm the proposed schedule. In addition, the proposer shall list any provisions that the proposer will require of the Department.

Cost Proposal Requirements

The cost proposal should present a table including hourly and overtime rates for all classifications of personnel who may be utilized under this contract and the total cost of services to complete the scope of work.

Certificate of Insurance

See attached sample for certificate of insurance. Adherence to the limits and coverage amounts is required. The City of Burlington and Professional Construction, Inc. shall be listed or included as additional insured with regard to the general liability and automobile liability policies, as required by written contract or agreement.

Submission & Deadline for Receipt of Proposals

Mail proposals to:

Jen Francis, Parks Planner
Department of Parks and Recreation
645 Pine Street, Suite B
Burlington, VT 05401

All proposals in response to this RFP shall be received in sealed envelopes clearly marked "REQUEST FOR PROPOSALS: CONSTRUCTION SERVICES MILLER COMMUNITY CENTER – PARKING IMPROVEMENT PROJECT" at the address shown above **no later than 12:00 PM on Friday, April 27, 2012**. At this time, they will be publicly opened and recorded. Four sets of proposals must be submitted by each Proposer. Late replies **will not** be considered.

Proposers are solely responsible for ensuring that proposals arrive on time. Proposals that are received after the due date and time will be returned unopened. Faxed proposals will not be accepted.

IV. PRE-BID SITE VISIT

A pre-bid site visit will be held at the Miller Center on **Monday, April 16, 2012 from 11:00 AM – 12:00 PM**. All proposers are encouraged to attend.

V. EVALUATION AND SELECTION

This RFP does not commit the Department to pay any costs incurred by any proposer in the submission of a bid. The proposer is responsible for all costs associated with its response to this RFP. The Department reserves the right to reject any or all proposals at any time with no penalty and to waive immaterial defects and minor irregularities in proposals. All materials submitted in response to this RFP will become the property of the City upon delivery.

- 1) All proposals must be received no later than 12:00 PM on Friday, April 27, 2012.
- 2) Written proposals will be reviewed and analyzed by the Department of Parks & Recreation.
- 3) The award will be made to the lowest responsive and qualified proposer.
- 4) Firms not selected will be notified in writing of the selection outcome.
- 5) Execution of a contract between the selected contractor and the City of Burlington Department of Parks & Recreation.

Selection Criteria

A selection committee will evaluate each proposal. Evaluation criteria will include but will not be limited to:

- A. Qualifications of the contractor and personnel (including any subcontractors) to be assigned to this project and their experience completing similar projects.
- B. Overall look and completeness of the proposal.
- C. Clarity of the proposal, skills available, and expertise with specific skills.
- D. Demonstration of overall understanding of project objectives and desired end product.
- E. Demonstration of understanding of proposed materials, design and ability to provide alternate solutions when applicable.
- F. Completeness of submitted proposal with all elements required by the RFP.
- G. References, reputation, and direct experience of Proposer relative to construction quality, working within budget, staying on schedule, and problem resolution.
- H. Cost of proposal.

VI. TYPE OF CONTRACT

The Department expects to select a proposal based on the evaluation criteria listed above and to issue a contract agreement between the City of Burlington Department of Parks & Recreation and the Construction Manager.

VII. REVISIONS TO THE REQUEST FOR PROPOSALS

If it becomes necessary to revise any part of the RFP, an addendum will be sent to all proposers who received the original document.

VIII. LIMITS OF LIABILITY

The City of Burlington Department of Parks & Recreation assumes no responsibility or liability for costs incurred by proposers in responding to the RFP, or in responding to any further request for interviews, additional data, etc., prior to the issuance of a contract.

IX. ACCEPTANCE AND REJECTION OF PROPOSALS

The Department of Parks & Recreation reserves the right to reject any and all proposals submitted in response to this RFP. The Department will not negotiate with the contractor between opening the proposals and award of the contract.

X. APPEAL OF AN AGGRIEVED PROPOSED

If a proposer is aggrieved by the award of the contract, the proposer may appeal in writing to Mari Steinbach, Director, City of Burlington Department of Parks and Recreation at 645 Pine Street Suite B Burlington, VT 05401. The appeal must be postmarked within fourteen (14) calendar days following the date of the written notice to award the contract. After the decision of the Director, if the proposer is unsatisfied they can appeal to the City's Board of Finance. The appeal must be postmarked within fourteen (14) calendar days following the date of the written notice of the Director's decision. The Board of Finance decision is final.

XI. TIMELINE

The proposed timeline process is as follows:

- A. Submission of all materials by 12:00 PM on Friday, April 27, 2012.
- B. Proposal review/selection: week of April 30, 2012.
- C. Signing of contract: Week of May 7, 2012.
- D. All work complete by June 22, 2012.

XII. STATUTORY & OTHER REQUIREMENTS

This project is partially funded with public funds and will require compliance with all federal, state and local rules and regulations including:

A. Civil Rights & Equal Employment Opportunity

The contractor shall not discriminate on the basis of race, color, national origin, sex, physical disability or veteran status in the award and performance of assisted contracts.

B. DBE Obligation

The contractor agrees to assure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 23, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds. In this regard, the contractor shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that DBEs have the maximum opportunity to compete for and perform contracts. Bidders are urged to obtain DBE participation in this project. After completion of the project, if DBE participation is obtained, the contractor shall furnish the Contract Administrator with the names of DBEs participating

with a complete description and the dollar value of work of supplies provided in each such DBE transaction.

C. Debarment / Suspension Certifications E.O. 12549

Agency specific regulations (e.g., HUD grants, see 24 CFR 85.35 and Part 24; EPA grants, see 40 CFR Part 32).

D. Livable Wage Ordinance City of Burlington Code of Ordinances 21-80 et seq.

Requires payment of an annually adjusted “livable wage” to employees working on the funded project.

E. Davis Bacon wage rates apply

Proposers are advised that contracts in excess of \$15,000 are subject to the Disadvantaged Business Enterprises Procurement requirements, and the Livable Wage Ordinance. Contracts in excess of \$50,000.00 are, in addition, subject to the requirements of the Women in Trades Program Compliance guidelines.

XIII. HAZARDOUS MATERIALS

If at any time during construction, the presence of unanticipated hazardous materials at or proximate to a construction site is detected the construction contractor shall cease work in the affected area and notify the Department of Parks and Recreation. Proper disposal procedure and appropriate actions shall be discussed at that time.

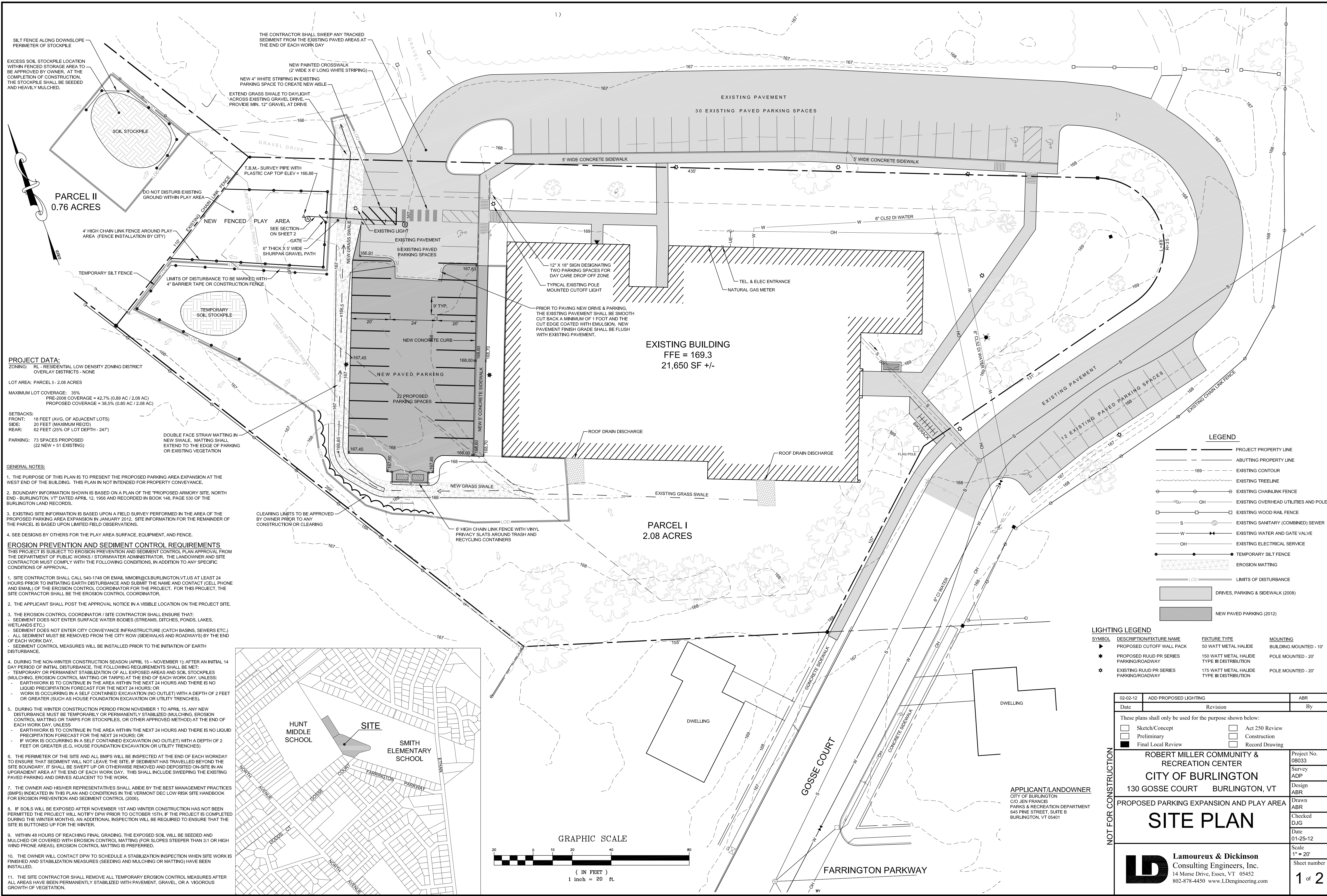
XIV. HISTORIC PRESERVATION

If at any time during construction, the presence of unanticipated historic and archeological resources are detected at or proximate to a construction site, the construction contractor shall cease work in the affected area notify the Department of Parks and Recreation verbally and in writing. The owner is responsible for notification of the Agency of Natural Resources.

XV. PUBLIC RECORDS POLICY

Due regard will be given for the protection of proprietary information contained in all proposals received; however, vendors should be aware that all materials associated with the procurement are subject to the terms of the Vermont Access to Public Records Act (1.V.S.A. Ch. 5, Subchapter 3) and all rules, regulations and interpretations resulting there from, including those from the Board, the office of the Attorney General of the State of Vermont, and the office of the Vermont Secretary of State, and any other applicable rules, regulations or judicial decisions regarding access to the records of government.

It will not be sufficient for vendors to merely state generally that the proposal is proprietary in nature and not therefore subject to the release to third parties. Those particular pages or sections which a vendor believes to be proprietary and of a trade secret nature must be specifically identified as such and must be separated from other sections or pages of their proposal. Convincing explanation and rationale sufficient to justify each exemption from release consistent with Section 316 of Title 1 of the Vermont Statutes Annotated must accompany the proposal. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the vendor that would result if the materials were to be release and the reasons why the materials are legally exempt from release pursuant to the above-cited statute. All such materials should be submitted in a separate sealed envelope and marked “CONFIDENTIAL”.



BY AND IN ACCORDANCE WITH THE LATEST STANDARD SPECIFICATIONS FOR CONSTRUCTION, THE SERVICES, THE CITY OF BURLINGTON PUBLIC WORKS

ITIES BEFORE EXCAVATION TO VERIFY THE LOCATION OF OR SHALL NOTIFY "DIGSAFE" AT 1-888-DIG-SAFE

OBTAINED FROM LIMITED FIELD SURVEYS AND MAY COMPLETE. THE CONTRACTOR SHALL VERIFY THE EXACT SHALL BE RESPONSIBLE FOR ANY DAMAGE TO ANY NOT SHOWN HEREON. THE CONTRACTOR SHALL CONDUCT TEST SURVEY THROUGH COORDINATION WITH UTILITY OWNER.

OR DEMOLITION AND REMOVAL OF ALL EXISTING NECESSARY TO CONSTRUCT THIS PROJECT UNLESS CONTRACTOR SHALL REMOVE ALL EXCESS MATERIAL, COMPLETION OF CONSTRUCTION, UNLESS OTHERWISE

AT HIS OWN EXPENSE FOR ENSURING THAT THE DUST DOES NOT CREATE A NUISANCE OR A SAFETY HAZARD. THE OWNER, THE CONTRACTOR SHALL BE REQUIRED TREAT WITH WATER, APPLY CALCIUM CHLORIDE OR FROM AS DUST CONTROL.

WHICH HAVE BEEN DAMAGED BY THE CONTRACTOR'S CONDITION AT LEAST EQUAL TO THAT IN WHICH THEY BEGINNING OF OPERATIONS.

OF THE IMPROVEMENTS DETAILED ON THESE PLANS BE CONSULTING ENGINEERS, INC., ESSEX JUNCTION, VERMONT, ADVISED IN CONFORMANCE WITH THE PLANS AND PERMIT WAIVES ANY AND ALL RESPONSIBILITY AND LIABILITY OF THE FAILURE OF THE CONTRACTOR TO FOLLOW THESE PRESENT THAT THE PLANS CONVEY, AND FROM FAILURE TO TESTS AND TESTS IN PROGRESS.

8. TEMPORARY CONSTRUCTION SIGNS AND TRAFFIC CONTROL SIGNS SHALL BE ERECTED BY THE CONTRACTOR IN ACCORDANCE WITH STATE AND CITY STANDARDS. THE CONTRACTOR SHALL COORDINATE WITH THE OWNER TO INSURE ADEQUATE ACCESS TO AND THROUGH THE SITE THROUGHOUT CONSTRUCTION. THE CONTRACTOR SHALL IMPLEMENT TRAFFIC CONTROL, SAFETY MEASURES IN ACCORDANCE WITH THE VTRANS CONSTRUCTION STANDARDS WHEN PERFORMING WORK THAT IS ADJACENT TO EXISTING VEHICULAR AND PEDESTRIAN TRAFFIC ROUTES.

9. TO ENSURE COMPLIANCE WITH THE PLAN(S), THE CONTRACTOR SHALL NOTIFY THE ENGINEER 24 HOURS IN ADVANCE OF STARTING ANY WORK, CUTTING THE PAVEMENT, BEGINNING THE INSTALLATION OF THE NEW UTILITIES, BRINGING IN ANY NEW GRAVEL FOR THE NEW SUBBASE, PAVING, AND FINAL INSPECTION.

10. TOPSOIL SHALL BE STOCKPILED, SEEDED, AND MULCHED UNTIL REUSED. SILT FENCE SHALL BE INSTALLED ALONG THE DOWNSLOPE PERIMETER OF THE TOPSOIL PILES.

11. HEALTHY EXISTING TREES, AS SHOWN ON THE PLANS, ON AND ADJACENT TO THE SITE SHALL BE PROTECTED BY THE CONTRACTOR.

12. AT COMPLETION OF GRADING, SLOPES, DITCHES, AND ALL DISTURBED AREAS SHALL BE SMOOTH AND FREE OF POCKETS WITH SUFFICIENT SLOPE TO ENSURE DRAINAGE.

13. FINISH SLOPES, DITCHES AND DISTURBED AREAS SHALL RECEIVE A MINIMUM OF 4 INCHES OF TOPSOIL AND BE FERTILIZED, SEEDED, LIMED, AND MULCHED. TURF ESTABLISHMENT SHALL BE PERFORMED IN ACCORDANCE WITH THE SPECIFICATIONS INCLUDED IN THESE PLANS.

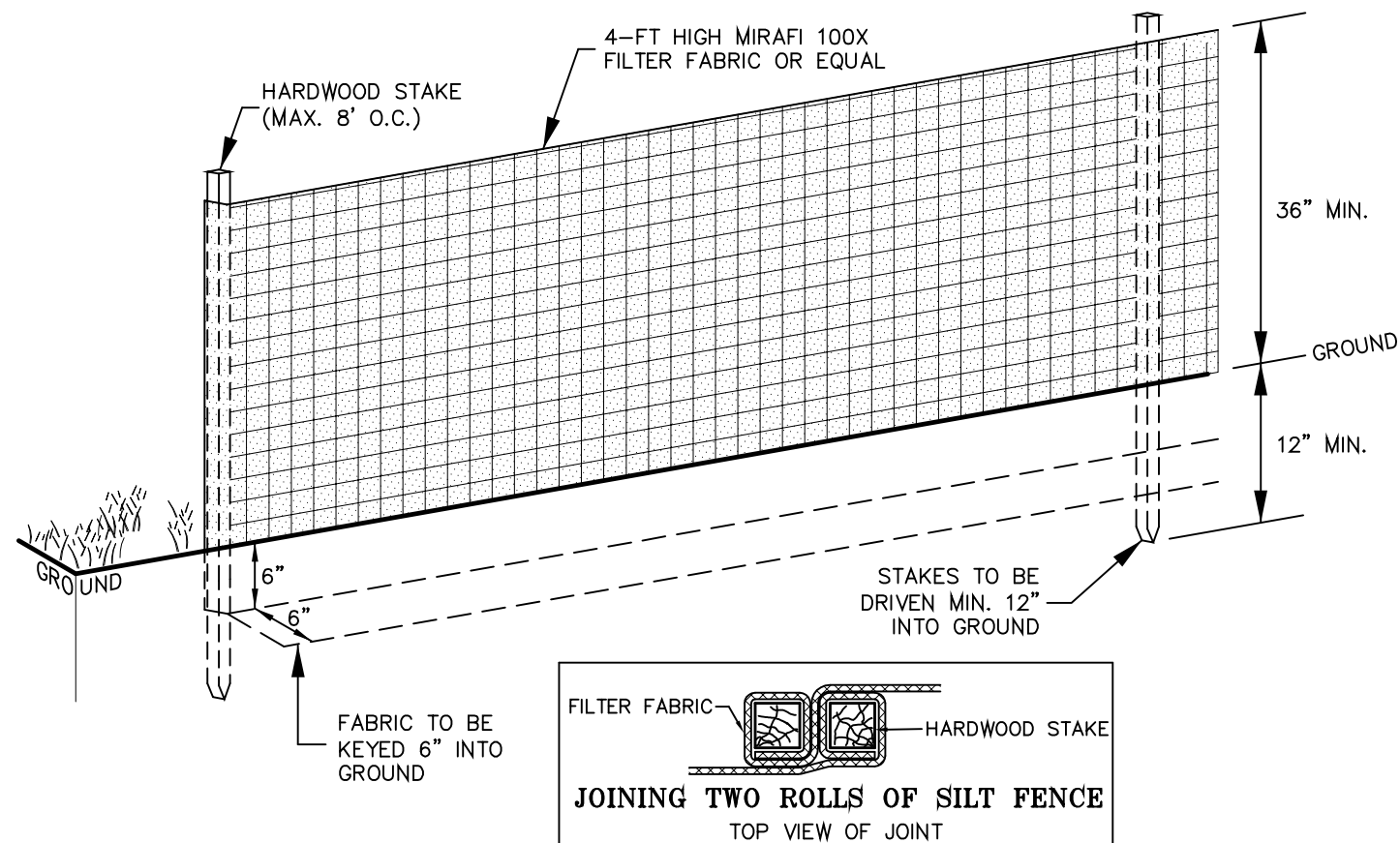
14. ALL FILL SHALL BE PLACED IN 6 INCH LIFTS AND THOROUGHLY COMPACTED TO 95% OF MAXIMUM DENSITY AT OPTIMUM MOISTURE CONTENT AS DETERMINED BY ASTM D698 STANDARD PROCTOR, UNLESS OTHERWISE SPECIFIED.

15. THE STONE CHECK DAMS, SILT FENCES, DITCHES, AND OTHER EROSION CONTROL DEVICES, SHALL BE MAINTAINED AND REPAIRED BY THE CONTRACTOR AFTER EVERY RAINFALL UNTIL ALL DISTURBED AREAS HAVE BEEN GRASSED AND APPROVED BY THE OWNER. THE MAINTENANCE OF THE EROSION CONTROL DEVICES WILL INCLUDE REMOVAL OF ANY ACCUMULATED SEDIMENT.

- ALL DISTURBED AREAS THAT DO NOT HAVE AN IMPERVIOUS SURFACE (PAVEMENT, SIDEWALKS, ROOFS) OR ARE NOT LANDSCAPED WITH BARK MULCH, SHALL BE STABILIZED WITH NEW GRASS COVER. ALL SEEDING AND MULCHING FOR ESTABLISHING NEW GRASS COVER SHALL BE COMPLETE PRIOR TO SEPTEMBER 15. PLACEMENT OF TOPSOIL, AND THE APPLICATION OF SEED, FERTILIZER, LIME (WHERE APPLICABLE), AND MULCH SHALL BE IN ACCORDANCE WITH THE FOLLOWING:
1. A MINIMUM OF 4" OF APPROVED TOPSOIL SHALL BE PLACED IN ALL AREAS. PLACEMENT OF TOPSOIL SHALL NOT BE DONE WHEN THE GROUND OR TOPSOIL IS FROZEN, EXCESSIVELY WET, OR OTHERWISE IN A CONDITION DETRIMENTAL TO THE WORK. FOLLOWING PLACEMENT OF TOPSOIL, THE SURFACE SHALL BE RAKED. ALL STONES, LUMPS, ROOTS, OR OTHER OBJECTIONAL MATERIAL SHALL BE REMOVED.
2. URBAN SEED MIXTURE SHALL BE SPREAD UNIFORMLY IN ALL AREAS AT THE SPECIFIED RATE.
3. FERTILIZER SHALL BE APPLIED ONLY AFTER PERFORMING A SOIL TEST AND BE APPLIED BASED UPON SOIL DEFICIENCIES. LIME SHALL ONLY BE APPLIED AS NEEDED BASED UPON A SOIL pH TEST.
4. MULCHING SHALL FOLLOW THE SEEDING OPERATION BY NOT MORE THAN 24 HOURS. MULCH SHALL BE SPREAD UNIFORMLY OVER THE AREA AT A MINIMUM RATE OF 2 TONS PER ACRE. SITE CONDITIONS MAY WARRANT THE APPLICATION OF A TACKIFIER TO HOLD THE MULCH IN PLACE. IF NECESSARY TO RETAIN THE MULCH, THE CONTRACTOR SHALL APPLY AN APPROVED TACKIFIER WITHOUT ADDITIONAL COST TO THE OWNER.
5. ALL SLOPES STEEPER THAN 3H:1V SHALL HAVE EROSION MATTING APPLIED OVER THE SEED. ALL SWALES AS SHOWN ON THE PLANS SHALL HAVE EROSION MATTING APPLIED OVER THE SEED. EROSION MATTING SHALL CONSIST OF EROSION CONTROL BLANKET WITH 100% AGRICULTURAL STRAW MATRIX STITCH BOUND WITH DEGRADABLE THREAD BETWEEN TWO PHOTODEGRADABLE POLYPROPYLENE NETTINGS, NORTH AMERICAN S150 OR EQUAL.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR A FULL GROWTH OF GRASS IN ALL DISTURBED AREAS TO BE RE-VEGETATED. VEGETATION GROWTH SHALL BE PERMANENT AND SUFFICIENT TO PREVENT EROSION OF THE UNDERLYING SOIL UNDER ALL CONDITIONS OF PRECIPITATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING AND CARING FOR SEEDING, MULCHED, AND AREAS OF ESTABLISHED VEGETATION UNTIL FINAL ACCEPTANCE OF THE WORK BY THE OWNER.

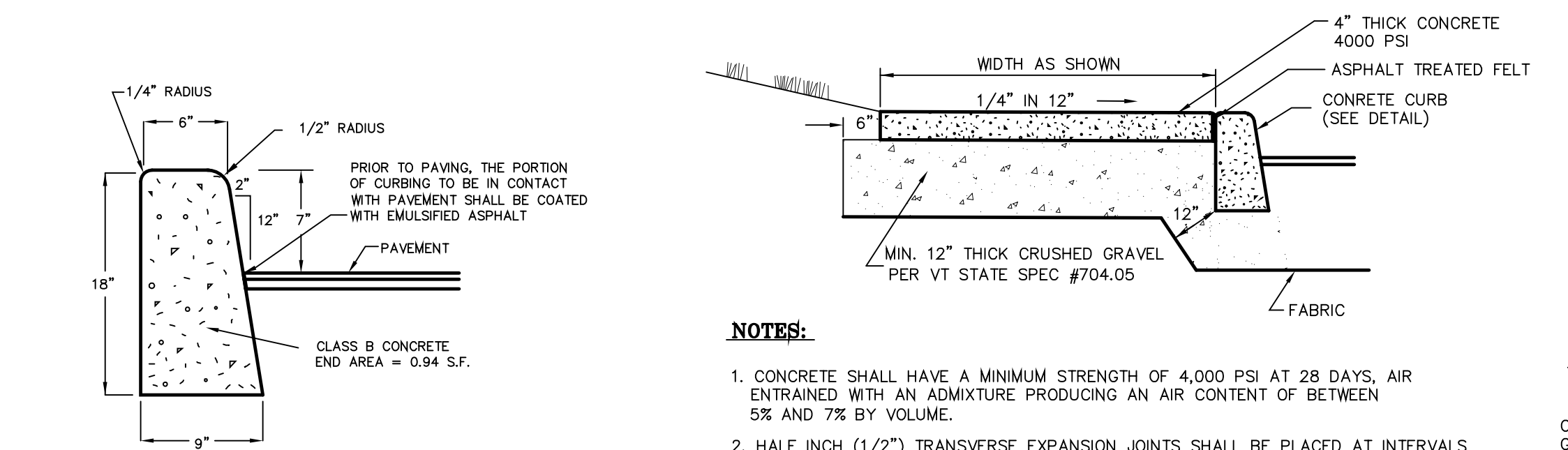
URBAN GRASS SEED MIX	
% OF MIX	TYPE OF SEED
30	CROSSFIRE IV TALL FESCUE
25	TITANIUM TALL FESCUE
25	BLADERUNNER TALL FESCUE
15	HOME RUN PERENNIAL RYEGRASS
10	KENTUCKY BLUEGRASS
100	SEED AT 4 TO 5 LBS PER 1,000 SQ. FT.

NTS



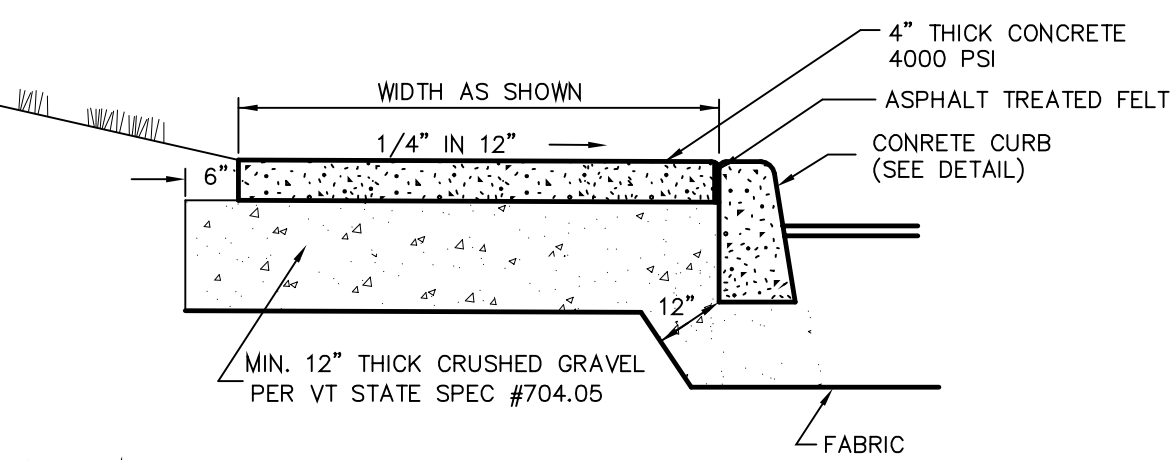
- NOTES:
- 1) USE ONLY MANUAL METHODS OF INSTALLATION AND CLEANING WITHIN WETLAND AND BUFFER ZONE.
 - 2) PRIOR TO BEGINNING OF CONSTRUCTION OR EARTHMOVING, THE CONTRACTOR SHALL INSTALL A CONTINUOUS SILT FENCE AT THE DOWNSLOPE LIMIT OF DISTURBANCE SHOWN ON THE SITE PLAN.
 - 3) FROZEN MATERIAL SHALL NOT BE USED TO KEY IN THE BOTTOM OF THE SILT FENCE. IF NECESSARY, GRANULAR BORROW SHALL BE USED BY THE CONTRACTOR TO KEY IN THE SILT FENCE RATHER THAN FROZEN NATIVE MATERIAL.
 - 4) THE CONTRACTOR SHALL INSTALL SILT FENCE AROUND THE PERIMETER OF TOPSOIL STOCKPILES AND AT OTHER LOCATIONS AS NEEDED.
 - 5) THE CONTRACTOR SHALL INSPECT AND MAINTAIN THE SILT FENCE, INCLUDING RE-INSTALLATION, THROUGHOUT THE DURATION OF CONSTRUCTION, UNTIL FINAL ACCEPTANCE BY THE OWNER.

NTS



- NOTES:**
- 1) CURBING SHALL BE CONSTRUCTED IN 10' SECTIONS WITH 1/8" JOINT BETWEEN SECTIONS.
 - 2) CURBING EXPANSION JOINTS SHALL BE CONSTRUCTED EVERY 20' AND SHALL BE CONSTRUCTED OF MATERIAL CONFORMING TO AASHTO DESIGNATION M-153 (1/2" SPONGE RUBBER OR CORK.
 - 3) ALL CONCRETE SHALL BE AIR ENTRAINED NOT LESS THAN 5% AND NOT MORE THAN 7%

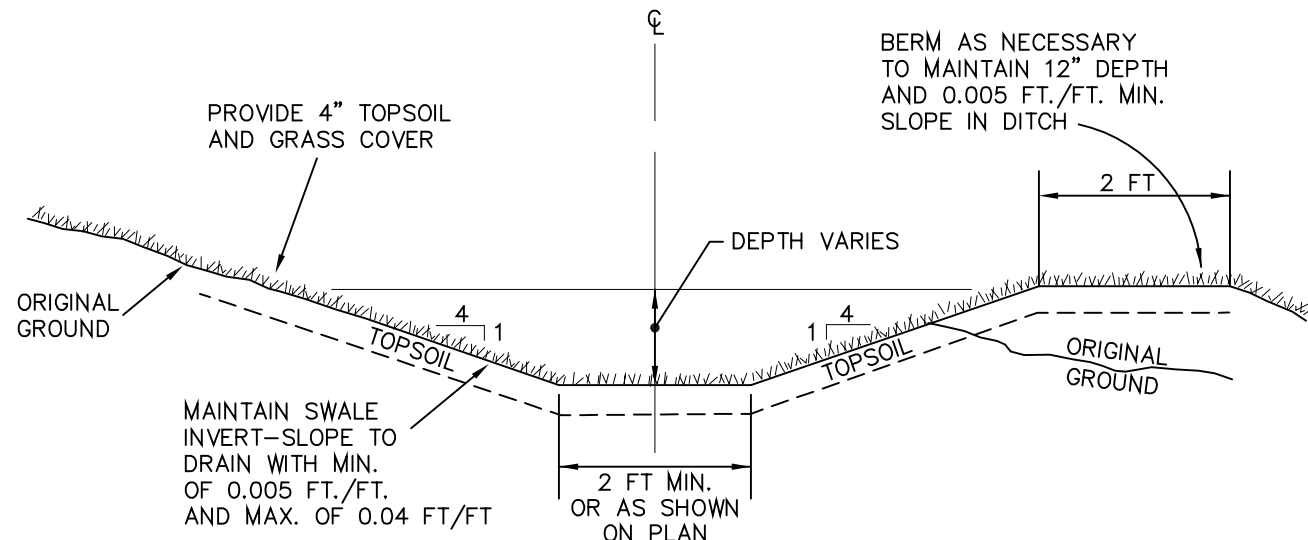
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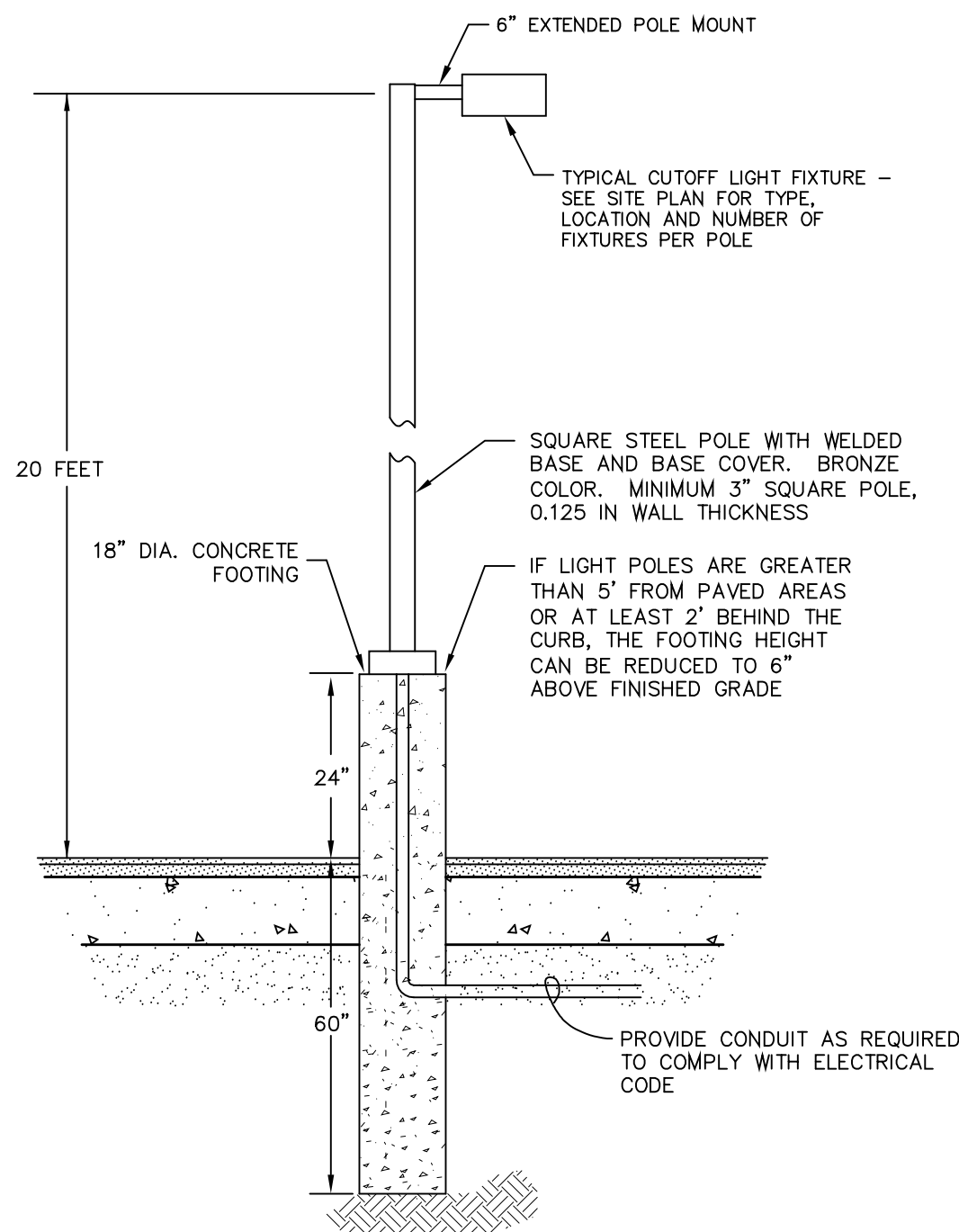
NOTES:

1. CONCRETE SHALL HAVE A MINIMUM STRENGTH OF 4,000 PSI AT 28 DAYS, AIR ENTRAINMENT WITH AN ADMIXTURE PRODUCING AN AIR CONTENT OF BETWEEN 5% AND 7% BY VOLUME.
2. HALF INCH (1/2") TRANSVERSE EXPANSION JOINTS SHALL BE PLACED AT INTERVALS NOT EXCEEDING TWENTY FEET (20'). SIDEWALKS SHALL BE SCORED TO A DEPTH OF ONLY ONE EIGHTH (1/8") DEEP. CURBS AND SIDEWALK SECTIONS SHALL BE SEPARATED BY ASPHALT TREATED FILL.
3. AFTER THE INITIAL CURING PERIOD IS OVER (APPROXIMATELY 28 DAYS), ALL EXPOSED SURFACES SHALL RECEIVE TWO COATS OF ANTI-SPALLING COMPOUND.
4. SEE ARCHITECTURAL PLANS AND DETAILS AT BUILDING ENTRANCE LOCATIONS FOR ADDITIONAL SIDEWALK FOUNDATION AND SUPPORT DETAILS.

NTS

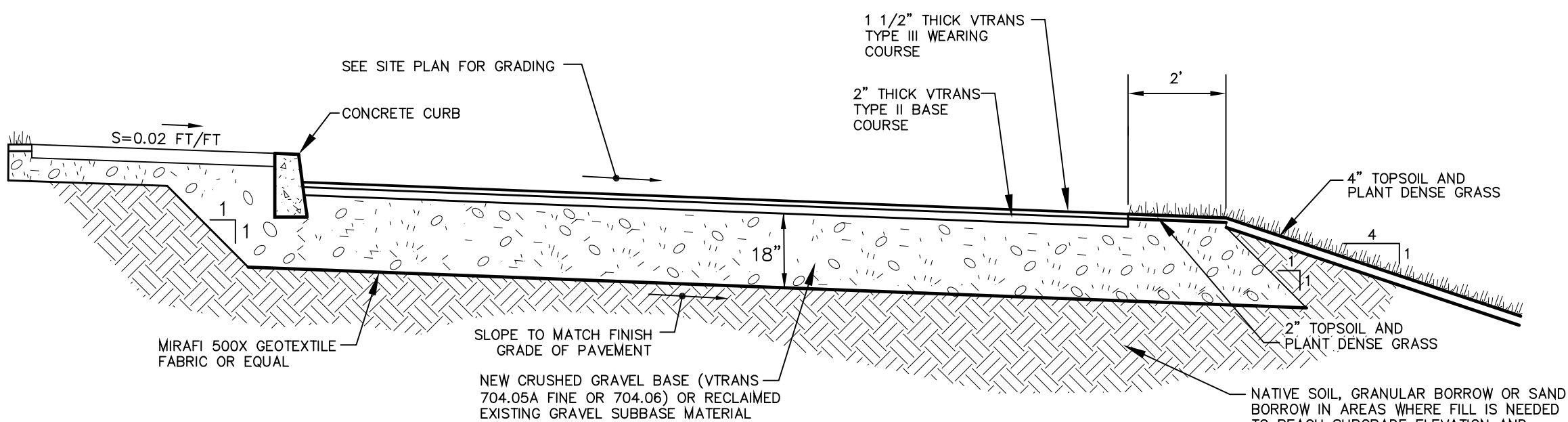


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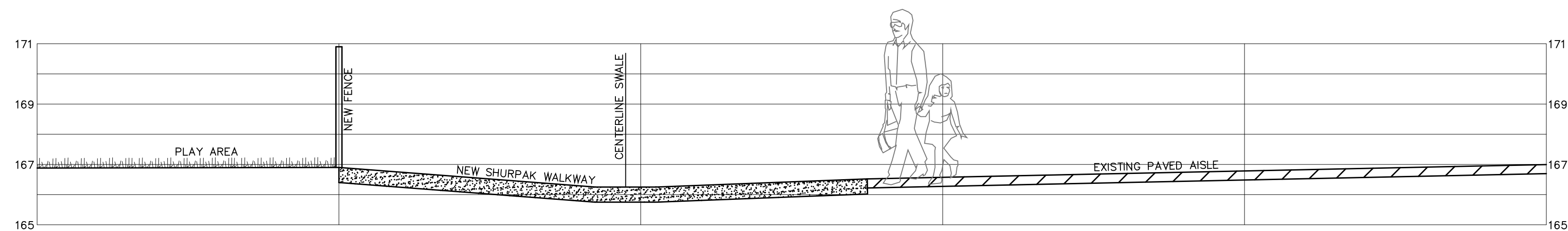
- NOTES:
1. ELECTRICAL CONDUIT AND WIRE SIZE REQUIREMENTS TO BE SPECIFIED BY THE OWNER

ITS



- NOTES:**
1. IN ALL AREAS WHERE UNSTABLE/UNSUITABLE SUBGRADE SOILS ARE PRESENT, THE SUBGRADE SHALL BE OVER-EXCAVATED TO REMOVE THE UNSUITABLE MATERIAL AND BACKFILLED WITH SAND BORROW OR SELECT NATIVE MATERIAL.
 2. SUBGRADE SOIL AND NEW CRUSHED GRAVEL SHALL BE ADEQUATELY COMPACTED TO NOT LESS THAN 95% OF THE OPTIMUM DENSITY AS DETERMINED BY THE STANDARD PROCTOR TEST (ASTM D698).

NTS

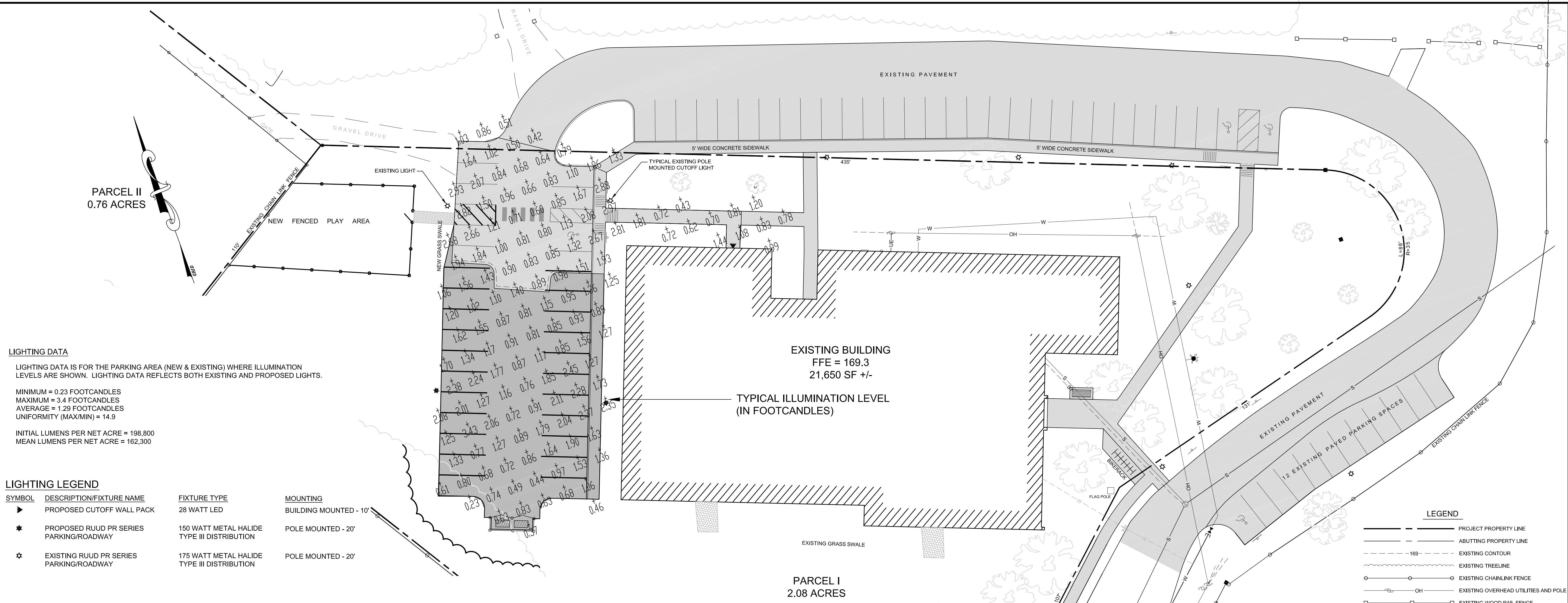


SECTION A-B

SCALE: 1"=3'

02-02-12		ADD POLE LIGHT DETAIL		ABR	
Date		Revision		By	
These plans shall only be used for the purpose shown below:					
<input type="checkbox"/> Sketch/Concept		<input type="checkbox"/> Act 250 Review			
<input type="checkbox"/> Preliminary		<input type="checkbox"/> Construction			
<input checked="" type="checkbox"/> Final Local Review		<input type="checkbox"/> Record Drawing			
ROBERT MILLER COMMUNITY & RECREATION CENTER CITY OF BURLINGTON 130 GOSSE COURT BURLINGTON, VT				Project No. 08033	
				Survey ADP	
				Design ABR	
				Drawn ABR	
SITEWORK DETAILS AND SPECIFICATIONS				Checked DJG	
				Date 01-25-12	
				Scale N.T.S.	
				Sheet number 2 of 2	

NOT FOR CONSTRUCTION



LIGHTING DATA

LIGHTING DATA IS FOR THE PARKING AREA (NEW & EXISTING) WHERE ILLUMINATION LEVELS ARE SHOWN. LIGHTING DATA REFLECTS BOTH EXISTING AND PROPOSED LIGHTS.

MINIMUM = 0.23 FOOTCANDLES
MAXIMUM = 3.4 FOOTCANDLES
AVERAGE = 1.29 FOOTCANDLES
UNIFORMITY (MAX/MIN) = 14.9

INITIAL LUMENS PER NET ACRE = 198,800
MEAN LUMENS PER NET ACRE = 162,300

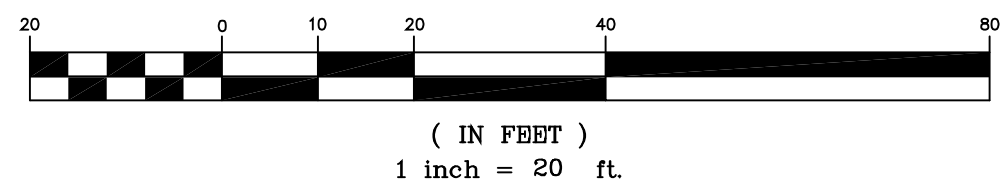
LIGHTING LEGEND

SYMBOL	DESCRIPTION/FIXTURE NAME	FIXTURE TYPE	MOUNTING
▶	PROPOSED CUTOFF WALL PACK	28 WATT LED	BUILDING MOUNTED - 10'
★	PROPOSED RUUD PR SERIES PARKING/ROADWAY	150 WATT METAL HALIDE TYPE III DISTRIBUTION	POLE MOUNTED - 20'
☆	EXISTING RUUD PR SERIES PARKING/ROADWAY	175 WATT METAL HALIDE TYPE III DISTRIBUTION	POLE MOUNTED - 20'

LEGEND

---	PROJECT PROPERTY LINE
---	ABUTTING PROPERTY LINE
- - - -	EXISTING CONTOUR
---	EXISTING TREELINE
○	EXISTING CHAINLINK FENCE
○	EXISTING OVERHEAD UTILITIES AND POLE
□	EXISTING WOOD RAIL FENCE
S	EXISTING SANITARY (COMBINED) SEWER
W	EXISTING WATER AND GATE VALVE
OH	EXISTING ELECTRICAL SERVICE
●	TEMPORARY SILT FENCE
---	EROSION MATTING
---	LIMITS OF DISTURBANCE
---	DRIVES, PARKING & SIDEWALK (2008)
---	NEW PAVED PARKING (2012)

GRAPHIC SCALE



**WALL PACK
23/28 WATT LED
(E-WP2L SERIES)**

Applications — Security, pathway and perimeter lighting; ideal for entryways and other applications where control of spill light is important.
Typical Mounting Height: 8 to 15 feet
Typical Spacing: 1 to 2 times the mounting height

4-1/2"H x 8-3/4"W x 9-1/2"D

Catalog #	Description	Input Voltage	Delivered Lumen Output	CCT	CRI	Lifetime (L70 at 25°C)	Weight	Comparable To:
E-WP2L02CZ	28W LED Cool white	120V/277V	1500 Lumens	5000K	65	50,000 Hours	7 lbs	35W HID
E-WP2L03CZ	28W LED Cool white	120V/277V	1800 Lumens	5000K	65	50,000 Hours	7 lbs	50W HID
E-WP2L02NZ	28W LED Neutral white	120V/277V	1700 Lumens	4100K	80	50,000 Hours	7 lbs	50W HID

Features

- 50,000 hours of maintenance-free operation to L70 at 25°C
- Low copper, die-cast aluminum housing and lens frame
- Dark bronze polyester powder-coat finish
- Fixed cutoff glass shield to reduce light pollution
- Tempered glass lens, thermal shock and impact resistant
- Mounts over horizontal, single-gang, recessed junction box or with conduit
- Die-cast back box for easy mounting
- 75°C minimum supply wire required
- Universal voltage (120V through 277V)
- High-powered LED array
- Heat dissipating fins
- Conduit entries on all sides of the fixture
- Two knockouts provided on back for conduit or J-box mounting
- RaHS compliant
- UL Listed for wet locations
- LED driver assembly includes the housing, electronic driver, and LED array

Accessories

Photoeye, field installed

CAT.#: E-ACP1 (120 volts)

CAT.#: E-ACP2 (208/240/277 vo 1ø)

**8' EXTENDED POLE MOUNT
12" (305 mm) PARKING/ROADWAY LIGHT**

PR2-12 SERIES

SPEC #	WATTAGE	CATALOG #
PULSE START METAL HALIDE		
1	150W PSMH	MPR2615-(a)(b)
DELTA GUARD®		
1	50W MH	MPR2405-(a)(b)
2	70W MH	MPR2407-(a)(b)
3	100W MH	MPR2410-(a)(b)
4	175W MH	MPR2417-(a)(b)
HIGH PRESSURE SODIUM		
1	50W HPS	MPR2505-(a)(b)
2	50W HPS	MPR2505-(a)(b)
3	70W HPS	MPR2507-(a)(b)
4	100W HPS	MPR2510-(a)(b)
5	150W HPS	MPR2515-(a)(b)

GENERAL DESCRIPTION

Parking lot and roadway luminaire for HID lamp, totally enclosed. Supplied with IES Type III asymmetric distribution pattern. Housing is seamless, die-cast aluminum. Mounting consists of a 1 1/8" (44 mm) wide by 2 1/8" (64 mm) high by 6" (152 mm) long extruded aluminum arm. The arm is held in place with two 3/8" (9 mm) mounting rods fastened to a steel backing plate inside the pole, and by two nuts inside the fixture housing. Mounting rods are provided with sealing washers to prevent water leakage. Lens assembly consists of rigid aluminum frame and high-impact, clear-tempered glass.

ELECTRICAL

Fixture includes clear, medium-basis lamp. Pulse-rated porcelain enclosed, 40x-rated screw-shell-type lampholder. Lamp gasket included. Where required, all ballast assemblies are high-power factor and use the following circuit types:
Reactor (277V PSMH)
150W PSMH
Reactor
120V/30-150W HPS
RX — High Reactance
50-100W MH, 50-150W HPS
CWA — Constant Wattage Autotransformer 125 & 150W PSMH, 175W MH

FINISH

Exclusive DeltaGuard® finish features an E-coat epoxy primer with medium bronze ultra-durable powder topcoat, providing excellent resistance to corrosion, ultraviolet degradation and abrasion. The finish is covered by our seven-year limited warranty.

LABELS

ANSI lamp wattage label supplied, visible during rearmounting. UL Listed in US and Canada for wet locations and enclosure classified IP65 per IEC 529 and IEC 598.

ACCESSORIES

PWG-12 Wire Guard
SBL-12 Backlight Shield

PATENT

US 4,589,729



NOT FOR CONSTRUCTION

Date	Revision	By
02-14-12	REVISE WALL MOUNT LIGHT	ABR

These plans shall only be used for the purpose shown below:

<input type="checkbox"/> Sketch/Concept	<input type="checkbox"/> Act 250 Review
<input type="checkbox"/> Preliminary	<input type="checkbox"/> Construction
<input checked="" type="checkbox"/> Final Local Review	<input type="checkbox"/> Record Drawing

**ROBERT MILLER COMMUNITY & RECREATION CENTER
CITY OF BURLINGTON**

130 GOSSE COURT BURLINGTON, VT

LIGHTING PLAN

**Lamoureux & Dickinson
Consulting Engineers, Inc.**
14 Morse Drive, Essex, VT 05452
802-878-4450 www.LDengineering.com

Project No. 08033
Survey ADP
Design ABR
Drawn ABR
Checked DJG
Date 01-25-12
Scale 1" = 20'
Sheet number 1 of 1

DATE: April 9, 2012

TO: Potential Bidders

FROM: Jen Francis, Parks Planner
865-7248
jsfrancis@ci.burlington.vt.us

RE: **City of Burlington** - Parks & Recreation Department
Paving, drainage, and lighting improvements
Miller Community & Recreation Center - 130 Gosse Court

Dear Bidder:

This bid request is made by the City of Burlington - Parks & Recreation Department for proposed work at the Miller Community & Recreation Center located at 130 Gosse Court. The proposed work is presented on a 2 sheet set of plans, last revised February 2, 2012, by Lamoureux & Dickinson Consulting Engineers, Inc. Work on this project is subject to a Zoning Permit issued by the Department of Planning and Zoning, and an Erosion Prevention and Sediment Control Plan approval issued by the Department of Public Works. The contractor shall execute the work in accordance with the conditions of these approvals.

By submitting a bid, each bidder acknowledges that they have visited the site and have familiarized themselves with the local conditions under which the work is to be performed and have correlated their observations with the requirements of the plans. Each bid shall be based upon the labor, materials, systems, and equipment required by the plans without exception. Bidders shall not assert that there was a misunderstanding concerning the nature of the work to be performed.

The work area is located at the west end of the active Community & Recreation Center, and adjacent to Schiffiliti Park and two public schools. While the small parking area at the west end of the building (10 existing spaces) will be closed during construction, and may be used by the contractor, the remainder of the site must remain available for use. The existing access drives and parking along the east and north side of the Community & Recreation Center must be unobstructed and available for use throughout the duration of the work.

A lump sum price is requested for each of the bid items. The lump sum price shall be full compensation for each work item completed in accordance with the plans.

The City of Burlington reserves the right to reject any and all bids, or limit the scope of work to be performed by awarding only one or more of the bid items.

The successful bidder must fully complete all the work by _____, 2012.

All bids shall be received at the Parks & Recreation Department offices located at 645 Pine Street - Suite B, Burlington by _____ PM on _____, 2012. Bids will be publicly opened and read aloud. The City of Burlington intends to review the bids and notify the successful bidder within ____ calendar days.

This cover sheet is considered part of the bid form and shall be submitted by the bidder with the completed bid form.

Bid Form

Project: Miller Community & Recreation Center
130 Gosse Court, Burlington
Paving and drainage improvements

Plans: Sheets 1-2 by Lamoureux & Dickinson Consulting Engineers, Inc., last revised February 2, 2012

Completion: Contractor agrees to fully complete all work by _____, 2012.

Contractor: Company name: _____

Contact person: _____

Address: _____

Tel #: _____ Fax #: _____

Email: _____

<u>Item</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
1. Gravel subbase, site grading, concrete curb & sidewalk	LS	1	\$ _____	\$ _____
2. Paving	LS	1	\$ _____	\$ _____
3. Line striping	LS	1	\$ _____	\$ _____
4. Pole lighting	LS	1	\$ _____	\$ _____
5. Fence	-----	NOT INCLUDED IN CONTRACT		-----
6. Signage	-----	NOT INCLUDED IN CONTRACT		-----

The lump sum price shall be full compensation for each bid item representing separate components of work completed in accordance with the plans and permit conditions. Payment for items of work required by the plans, but not specifically listed as a separate item shall be considered as incidental and included in the price for the items listed and will not be paid for as a separate item.

Prepared by: _____ Date: _____

The following descriptions of the work associated with each item are intended to supplement the information provided on the design plans and in the permits. Together, the work items comprise the full extent of the work necessary to complete the entire project as shown on the plans. Work items required for the completion of the work, but not specifically referenced herein, shall be considered incidental to the items listed. Compliance with the permits and approvals shall be incidental to each work item.

1. Gravel subbase, site grading, concrete curb and sidewalk

This item includes tree clearing, excavation, compaction, and grading associated with the gravel subbase, grass drainage swale, general site grading, gravel walkway, and the new concrete curb and sidewalk. The contractor shall excavate, place, and compact the materials to the lines and grades shown on the plans. All materials, including but not limited to, the crushed gravel subbase, geotextile, concrete, and topsoil shall meet the requirements of Section 700 of the State of Vermont Agency of Transportation Standard Specifications for Construction and the project plans.

The contractor shall provide the owner with material certifications or test results from materials sampled onsite to demonstrate compliance with the gravel gradation and compaction requirements and minimum concrete compressive strength.

Prior to construction, the contractor shall flag the limits of the tree clearing for the parking area and grass swale. The owner shall review and approve the tree clearing limits before any trees or shrubs are removed.

Prior to construction of the gravel walkway between the existing pavement and the new fenced play area, the contractor shall confirm the gate location with the owner, so that the gravel walkway will be aligned with the gate.

The contractor shall coordinate with the owner on the location of the excess soil stockpile within the fenced storage area. Excess soil may be stockpiled within the fenced storage area, and will remain the property of the owner. The contractor shall be responsible for erosion prevention and sediment control measures throughout construction. At the completion of construction, the contractor shall insure that silt fence is in place along the downslope perimeter of the stockpile, and that the stockpile has been completely mulched with hay.

All areas disturbed by the contractor's operations shall be restored to a condition equal to or better than prior to construction. All areas outside the limits of pavement and sidewalk shall have a vigorous growth of grass established.

This item also includes installation, maintenance, monitoring, repair, replacement and removal of the erosion prevention and sediment control measures. Depending upon the methods and means of the contractor's execution of the work, additional erosion prevention and sediment control measures may be required beyond those presented on the plans. The contractor shall be responsible for maintaining compliance with the City's Erosion Prevention and Sediment Control Plan approval.

Payment shall be lump sum for the construction of the gravel subbase, concrete curb, concrete sidewalk, gravel path, grass swale, and stockpiling of excess soil onsite in accordance with the plans. Payment shall be full compensation for furnishing, transporting, handling, placing, and compaction; and for furnishing all equipment, tools, labor and incidentals required to complete the work.

2. Paving

This item includes the fine grading of the gravel subbase and the placement and compaction of the bituminous concrete pavement at the depth and number of lifts shown on the plans. Fine grading of the gravel subbase shall be to the grades shown on the plans, less the thickness of the pavement layer(s) to be placed. This item includes the application of emulsion along the face of the concrete curb, and the application of emulsion between lifts of pavement if the wearing course pavement is not placed immediately following the base course pavement. Smooth cutting the edge of the existing pavement prior to placement of the new pavement shall be incidental to this item. All materials and work shall be in accordance with Section 400 of the State of Vermont Agency of Transportation Standard Specifications for Construction.

Payment shall be lump sum for the compacted thickness of bituminous concrete pavement lift(s) in the areas as shown on the plans. Payment shall be full compensation for furnishing, transporting, handling, placing, and compaction of the bituminous concrete pavement; and for furnishing all equipment, tools, labor and incidentals required to complete the work.

3. Line Striping

This item includes the new crosswalk and aisle striping within the existing paved parking, as well as the new striping for the spaces in the new parking area. All pavement markings shall be retroreflective paint. Materials and installation shall be in accordance with Section 646 of the State of Vermont Agency of Transportation Standard Specifications for Construction. This item shall include sweeping, cleaning, or otherwise preparing the pavement surface for application of the paint. This shall apply in particular to the surface of the existing paved parking area.

Payment shall be lump sum for the pavement markings shown on the plans. Payment shall be full compensation for furnishing, handling, placing and installation of all materials; and for furnishing all equipment, tools, labor and incidentals required to complete the pavement markings.

4. Pole lighting

This item includes the new exterior pole mounted lighting adjacent to the new paved parking area. The new wall mounted light fixture near the door at the northwest corner of the building is not included in the sitework contract. The pole lighting item includes the reinforced concrete base, anchor bolts, pole, and light fixture as well as the conduit, wire, grounding wire/rods, all accessories, and labor to provide a functioning lighting system. The light fixture and pole shall be as specified on the plans.

~~The City will provide to the contractor a schematic layout with wire and conduit specifications for the electrical system to serve the new lighting. All work shall meet the National Electric Code and applicable City of Burlington code requirements, and requirements of the Burlington Electric Department.~~

The connections to power source, and the furnishing of all labor, tools, equipment, and incidentals necessary to complete the work will be incidental to other items.

Payment will be full compensation for furnishing, transporting, handling, and installing the materials and equipment specified. The connection to the power source, and the furnishing of all labor, tools, equipment, and incidentals necessary to complete the electric work will be incidental to this item. The Pole Lighting item includes, but is not limited to, excavation, backfill, concrete, cover plate and frame, anchor bolts, mast, bracket or mast arms, poles, bases, luminaires, ballasts, lamps, transformer enclosures, wiring, necessary fusing, connections to power sources, circuit testing, circuit breakers, photoelectric cells, grounding, hardware, and for furnishing all labor, tools, equipment, and incidentals necessary to complete the work.

5. Fence

This item is NOT INCLUDED IN THIS CONTRACT. The City will install the fence around the play area and the dumpster enclosure with their own forces or utilizing a subcontractor. The dumpster fence enclosure will not be installed until after substantial completion of the parking area paving.

6. Signage

This item is NOT INCLUDED IN THIS CONTRACT. The City will install any necessary signs and posts, including the sign designating the day care drop off zone.

CITY OF BURLINGTON
GENERAL BID REQUIREMENTS
February 2012

A. STATUTORY AND OTHER REQUIREMENTS

This project is funded with public funds. Compliance with all applicable federal, state and local rules and regulations is required, including but not limited to the following laws, rules and regulations:

1. Davis-Bacon
2. NEPA

B. COPELAND ANTI KICKBACK ACT

The CONTRACTOR shall conform to the text of 18 U.S.C. 1913, which prohibits the use of sub-grant funds for lobbying.

C. CIVIL RIGHTS & EQUAL EMPLOYMENT OPPORTUNITY

The CONTRACTOR shall not discriminate on the basis of race, color, national origin, sex, physical disability or veteran status in the award and performance of assisted contracts.

The CONTRACTOR shall comply with Title VI of the Civil Rights Act of 1964, as amended, prohibiting employment discrimination; and section 504 of the Rehabilitation Act of 1973, as amended, prohibiting the discrimination against people with disabilities; and the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disability; and the Age Discrimination Act of 1975 which prohibits discrimination on the basis of age.

D. LIVABLE WAGES ORDINANCE

The CONTRACTOR shall comply with (C3) LIVABLE WAGES ORDINANCE. Please see Code Ordinances, City of Burlington, VT, SUBPART B - RELATED LAWS, CHAPTER 21, ARTICLE VI - LIVABLE WAGES, Sec. 21-80 through Sec. 21-87.

E. DBE OBLIGATION

The CONTRACTOR agrees to assure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 23, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds. In this regard, the contractor shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that DBEs have the maximum opportunity to compete for and perform contracts. Bidders are urged to obtain DBE participation in this project. After completion of the project, if DBE participation is obtained, the contractor shall furnish the Contract Administrator with the names of

DBEs participating with a complete description and the dollar value of work of supplies provided in each such DBE transaction.

Proposers are advised that contracts in excess of \$15,000 are subject to the Disadvantaged Business Enterprises Procurement requirements, and the Livable Wage Ordinance. Contracts in excess of \$50,000.00 are, in addition, subject to the requirements of the Women in Trades Program Compliance guidelines.

F. WOMEN IN CONSTRUCTION TRADES

The CONTRACTOR shall comply with (C1) ARTICLE II. - WOMEN IN CONSTRUCTION TRADES, Section 21 of Burlington City Ordinance

G. DEBARMENT/SUSPENSION CERTIFICATIONS E.O. 12549

Agency specific regulations (e.g., HUD grants, see 24 CFR 85.35 and Part 24; EPA grants, see 40 CFR Part 32).

H. SINGLE AUDIT ACT

The CONTRACTOR shall comply with the Single Audit Act of 1984 for State and local governments.

I. WORK PERFORMANCE

The CONTRACTOR shall perform all work using all customary applicable standards, specifications and policies.

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

- (1)** The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2)** The classification is utilized in the area by the construction industry; and
- (3)** The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where

appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part

of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section I(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section I(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR 5.5 (a)(3)(i) and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll

period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the

journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 of this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration.... makes, utters or publishes any statement knowing the same to be false.... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subpara-

graph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable only where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, 40 USC 3701 et seq.

(3) The Contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

All Section 3 covered contracts shall include the following clause:

- i. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- ii. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- iii. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- iv. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- v. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

STANDARD PROCEDURE	NO:
DEPARTMENT:	PAGES 9
<p style="text-align: center;">Minority and Women Enterprise Program</p>	EFFECTIVE:
	SUPERCEDES:
	PREPARED BY:
	APPROVED BY

Introduction

Purpose

The purpose of this document is to provide guidelines for a City of Burlington Minority and Women Enterprise Program (M/WBE). These guidelines include procedures to ensure that M/WBEs have an equitable opportunity to compete for contracts and subcontracts let to bid by City departments.

The procedures include: establishing M/WBE certification eligibility standards; establishing a M/WBE Registry; establishing reporting procedures to determine the dollar amount of work contracted out by City departments and the amount of M/WBE participation, program accountability standards; other administrative guidelines; and funding for the program. Included also are procedures detailing M/WBE solicitation steps which City departments must take when advertising for the purchase of goods and services.

Scope

The M/WBE Program requirements apply to contracts financed in whole or in part with City of Burlington funds. The provisions of this program are the responsibility of and binding upon each department within City government, except the Airport, which is operating under a Disadvantaged Enterprise Program adopted by the Airport Commission and in conformance with the requirements of the Federal Aviation Administration. Contracts involving federal resources are covered by OMB Circular A-102.

While it is not the intent of this program to alter, in any manner, the competitive bid or contract award processes, currently it is used by City departments, it is the intent of this program to expand the solicitation process to include minorities and women.

The City Treasurer's Office is authorized to adopt procedures necessary to implement this Program.

Goals

The following are the primary goals of this program:

1. To facilitate M/WBEs having equal access and maximum opportunity to participate in City contracting opportunities.
2. To ensure non-discrimination in City contracting program.

Objectives

The M/WBE Program has the following five objectives:

1. To implement a program for M/WBE participation in City contracting activities that are interdisciplinary and continuously functioning.
2. To clarify the policy and expectations of the City concerning M/WBE Program goals and objectives.
3. To maintain a comprehensive M/WBE Program that is result oriented and keeps paperwork and operating costs to a minimum.
4. To promote management ownership and accountability for achieving M/WBE Program goals.

M/WBE Participation Goals and Timetables

The Minority/Women Business Enterprise Program is an aggressive effort to increase the involvement of minority and women-owned businesses in contract opportunities offered by the City of Burlington. The aim of this program is the ultimate attainment and sustainment of a fair share of available contracting opportunities for M/WBEs.

The City shall establish annually goals that will serve as reasonable achievement standards which each department should strive to attain. The goals will be non-binding and determined using the following factors:

1. The amount of money in the agency's or department's budget that is dedicated to purchasing goods and services.
2. The types of goods and services being purchased and the availability of qualified competing M/WBEs.
3. Past success in achieving M/WBE participation goals.
4. Size and complexity of purchases.
5. Information and comments provided by the M/WBE community and trade organizations.
6. Other pertinent factors.

The City Treasurer will submit to the Board of Finance an annual goal no less than 60 days prior to the beginning of the fiscal year. The goal will apply to purchases made during the upcoming fiscal year. On or about July 1 of each year, the Treasurer will publish these annual goals in minority and women publications, major newspapers, and trade publications. Included in this published announcement will be the name, address

and telephone number of contact people with whom to register comments and ask questions. Following a thirty calendar day comment period, all comments will be reviewed and kept on file. Goals may be adjusted to respond to comments received.

Required Good Faith Efforts by City Departments and Contractors to Increase M/WBE Participation

All City departments involved in the purchase of goods and services using City funds must exercise good faith efforts to solicit and encourage M/WBEs participation in their contracting opportunities. Likewise, any prime contractors, consultants, suppliers, etc., awarded City funded projects must exercise similar good faith efforts to maximize M/WBE participation when soliciting subcontractors.

Compliance with the City of Burlington M/WBE Program objectives will be determined by a good faith standard. City departments and contractors will be evaluated according to the following criteria:

1. Whether the City department, or contractor demonstrate a good faith effort to contact M/WBEs to determine extent of their interest for purchases not requiring a written bid under City purchasing policies.
2. Whether the City department, or contractor held pre-solicitation or pre-bid meetings to inform M/WBEs of contracting and subcontracting opportunities.
3. Whether the City department, or contractor advertised in general circulation, trade association and M/WBE focus media, concerning the contracting/subcontracting opportunities.
4. Whether the City department, or contractor provided written notice to a reasonable number of specific M/WBEs that their interest in the contract/subcontract was being solicited, with sufficient time to allow the M/WBEs to determine the extent of their interest.
5. Whether the City department, or contractor followed up initial M/WBE inquiries by contacting M/WBEs to determine the extent of their interest.
6. Whether the City department or contractor provided interested M/WBEs with adequate information about the plans, specifications, and requirements of the contract.
7. Whether the City department or contractor negotiated in good faith with interested M/WBEs, and did not reject M/WBEs as unqualified without sound reasons based on a thorough investigation of their capabilities.
8. Whether the City department, through the bid process, requires contractors to make efforts to assist interested M/WBEs in obtaining pre-qualification, bonding, and insurance, etc. required by the City or contractor.
9. Whether the City department or contractor broke down contracts, subcontracts, purchase orders, etc. into economically feasible units to facilitate M/WBE participation.

10. Whether the City department or contractor posted the bid allowing for 30 days between advertising and receiving bids when possible.
11. Whether the City department or contract allowed contractors to participate without obtaining separate surety bonds.
12. Whether the City department or contractor provided M/WBE and equal opportunity to replace a non-performing subcontractor. The City shall approve all substitutions prior to contract award and during contract performance.
13. Whether the City department or contractor complied with all applicable federal and state laws, regulations and guidelines containing M/WBE requirements.
14. Whether the City department or contractor reported all suspected instances of companies fraudulently claiming M/WBE status in order to benefit unjustly from the requirements of this Plan.
15. Whether the City department or contractor furnishes regular reports and information sufficient to allow the City to determine that federal, state, and City requirements are being met by the contractor. Contractors shall, in good faith, cooperate with the City in attempts to resolve any complaints of discrimination made against the contractors.

Counting M/WBE Participation

M/WBE participation shall be counted according to the following criteria:

1. The total dollar value of a contract/subcontract awarded to a M/WBE is counted toward the applicable department M/WBE recommended goal.
2. Only expenditures to M/WBE that perform a commercially useful function consistent with normal industry practices may be counted toward the goal. That is, the M/WBE must be responsible for the execution of a distinct element of the work, and must carry out its responsibility by actually performing, managing, and supervising the work.
3. Expenditures for materials and supplies obtained from M/WBE suppliers and manufacturers count 100 percent toward the M/WBE goal only when the M/WBE is a manufacture or substantially modified the materials; and M/WBEs count only sixty percent if the M/WBE is solely a supplier.

City departments will report M/WBE participation in their respective department's purchasing/contracting activities to the City Treasurer twice yearly using the standard reporting form developed by the City Treasurer.

The City Treasurer will compile this information into a twice yearly report and submit it to the City Council. In September each year, the City Treasurer will draft a final year end report showing cumulative participation achievements for each department over the previous fiscal year and provide a detailed report of program activities to include successes, failures, and recommendations. This report will be submitted to the Minority Assistance Program, Women's Small Business Project, and if requested, to other appropriate agencies and individuals.

City of Burlington M/WBE Certification Process

Purpose of Certification

The City of Burlington M/WBE Program is designed to increase the level of participation of minority and woman-owned business enterprises in all City department contracting activities. For that participation to occur, business firms must be officially certified as M/WBEs. The process of certification is described below.

The Advantage and Benefits of Certification

City departments advertising for goods and services will take special measures to solicit certified M/WBEs for price quotations.

1. Only certified M/WBE firms may participate in satisfying the M/WBE suggested goals.
2. The Community and Economic Development Office maintains a registry of certified M/WBEs. The registry shall be provided to any interested parties, including bidders under contract, City departments, and to others in need of the registry to solicit M/WBE firms.
3. City departments involved in contract opportunities will make available to all interested parties, a listing of City funded contracts coming up to competitive bid.
4. Prime contractors/suppliers etc., under contract with the City will be directed to solicit M/WBEs for subcontracting opportunities when appropriate.

Certification is Required

Firms certified as M/WBEs must meet the certification criteria set forth in these procedures.

Only those firms certified by the City of Burlington, State of Vermont, or Agency of Transportation will be counted for purposes of meeting goals.

The Certification Process

Firms wishing to be certified must file the appropriate forms with the City Treasurer. To receive these forms or for further information, M/WBE should contact:

City of Burlington
Community and Economic Development Office
M/WBE Enterprise Program
149 Church Street
Burlington, Vermont 05401
802/865-7144

Every business wishing to be certified must complete a questionnaire form.

1. M/WBEs that have not completed the certification questionnaire or submitted documentation necessary for the City to make a certification determination will not be included in the City of Burlington's M/WBE Registry.
2. Applicants may file certification questionnaires at any time. It will take a minimum of three weeks for processing questionnaires that are properly completed and submitted with the required documentation. Applications not properly completed or which do not include the appropriate documentation will be returned or held until the application problems are corrected, and documentation provided.
3. M/WBE certification does not guarantee contract awards.
4. Certification is good for one year from the month in which the firm is certified. Annual re-certification is required as of the "anniversary" date, or at any time there is a change in the ownership or control.
5. Questionnaires will be used solely to determine the validity of the M/WBE status of a firm.
6. Any firm certified by the Vermont Agency of Transportation under United States Department of Transportation 49 CFR Sec. 23 criteria and State of Vermont M/WBE Program criteria will, at their written request, be recognized as an M/WBE under City of Burlington criteria.

Information submitted may be shared with federal authorities and/or other organizations whose legal authority provides access to this information. Members of the public may also request access to any information that is not protected by the State Public Records Act.

The certification process will address the following topics:

1. Certification Definitions
2. Verification of Status
3. Investigations of M/WBE
4. Denials and De-certification
5. Appeal Procedure
6. Re-certification

M/WBE Support Services

City departments will assist M/WBE programs by providing a log of all procurement opportunities (i.e. bid announcements, contract renewals, plans, and specifications).

The Community and Economic Development Office will then make available to City departments the following:

1. A continually updated M/WBE Registry; and
2. Profiles of all interested M/WBE firms.

Resource material will be made available to M/WBEs participating in the Program.

Referrals

City departments as well as the Community and Economic Development Office will refer to prime contractors/suppliers M/WBEs interested in providing subcontractor services.

Dissemination of Information

City departments will respond to requests for information as soon as possible. The Community and Economic Development Office will prepare special notices, announcements, and brochures for distribution to M/WBE clients and to any other businesses requesting this information for a fee.

The Community and Economic Development Office will also schedule appropriate individual conferences between prime contractors, M/WBE clients, consultants and City representatives.

The Following Statement Shall be Included in All City Purchasing Contracts

It is the policy of the City of Burlington that minority and women business enterprises (M/WBEs) shall have the maximum opportunity to participate in the performance of contracts financed with City funds. The contractor shall ensure that M/WBEs have the maximum opportunity to participate in the performance of this contract and shall take all necessary and reasonable steps for such assurance. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.

Bidder's attention is directed to the following matters:

1. Which is at least fifty-one percent owned by one or more minority or women individuals, or, in the case of any publicly owned business, at least fifty-one percent of the stock of which is owned by one or more minorities or women; and;
2. Whose management and daily business operations are controlled by one or more of the minority or women individuals who own it; and,
3. Certified by the City of Burlington and listed on the M/WBE Registry.

Bidders are urged to obtain M/WBE participation in this project. After completion of the project, if M/WBE participation is obtained, the contractor shall furnish the Contract Administrator with the names of M/WBEs participating with a complete description and the dollar value of work of supplies provided in each such M/WBE transaction.

Definition

1. Minority Business Enterprise (MBE) or Women Business Enterprise (WBE), shall mean a small business concern:
 - (a) which is at least fifty-one percent owned by one or more minorities or women or a combination thereof, or, in the case of any publicly

owned business, at least fifty-one percent of its stock is owned by one or more minorities or women or a combination thereof; and

- (b) whose management and daily business operations are controlled by the minorities or women; and
- (c) is recognized (certified) by the City of Burlington, State of Vermont and/or the Agency of Transportation; and
- (d) whose gross annual dollar volume of business does not exceed those amounts listed in the Small Business Administration guidelines.

2. Minority individuals mean those individuals who are citizens of the United States and who are African Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, or Asian Indian Americans, and any other minorities so recognized by the State of Vermont.

- (a) African Americans, includes persons having origins in any of the Black racial groups of Africa.
- (b) Hispanic Americans, includes persons of Mexican, Puerto Rican, Cuban, Central or South American heritage or any other Spanish culture of origin, regardless of race.
- (c) Native Americans, includes persons who are American Indians, Eskimos, Aleuts or Native Hawaiians.
- (d) Asian-Pacific Americans, includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Thailand, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Territories of the Pacific and the Northern Marianas.
- (e) Asian-Indian Americans, includes persons whose origins are from India, Pakistan, and Bangladesh.

- 3. Women refer to female persons regardless of race or origin. Women who are citizens of the United States shall be presumed eligible for the program.
- 4. City as used in this Program shall refer to the City of Burlington.
- 5. Compliance shall mean the satisfactory condition existing when a recipient or sub-recipient has effectively implemented all the M/WBE requirements or can demonstrate that every good faith effort has been made toward achieving that end. Under this program, departments of city government involved in the purchase of goods and services are considered recipients.
- 6. Contract means a mutually binding legal relationship or any modification thereof obligating the seller to furnish goods or services, including construction, and the buyer to pay for them. For purposes of the M/WBE Program, a lease is a contract.
- 7. Joint venture means an association of two or more businesses to carry out a single business enterprise for profit for which purpose they combine their property, capital, efforts, skills, and/or knowledge.

8. Subcontract means a contract between a party to an original contract and a third party to provide a specified part of the work or materials required in the original contract.

WOMEN IN CONSTRUCTION TRADES ORDINANCE

- EMPLOYMENT PLAN -

NAME OF COMPANY: _____

ADDRESS: _____

PROJECT TITLE: _____

AWARDING AUTHORITY: _____

CONTRACT AMOUNT: _____

NAME & TITLE OF RESPONSIBLE OFFICIAL: _____

PHONE NUMBER OF RESPONSIBLE OFFICIAL: _____

PROJECTED START DATE: _____

PROJECTED FINISH DATE: _____

CURRENT WORKFORCE REPORT FOR THIS PROJECT

PROJECTED START DATE	PROJECTED FINISH DATE	TRADE	(SUB)/CONTRACTOR	# OF EMPLOYEES ON THIS PROJECT	# OF WOMEN ON THIS PROJECT	% OF WOMEN WORKERS
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TOTAL

WOMEN IN CONSTRUCTION TRADES ORDINANCE
- TOTAL WORKFORCE REPORT -

NAME OF CONTRACTOR () OR SUBCONTRACTOR () _____

TRADE AREA: _____

NAME OF ALL TRADE EMPLOYEES CURRENTLY WITH COMPANY	SEX	POSITION	RATE OF PAY

A. Based on the Current Workforce Report, are you in compliance with the Women in Construction Trades Ordinance:

1) in each trade area? Yes____ No____

2) in total of trade workers on this project? Yes____ No____

If you answered yes to both of the above, go on to Section B.

If you answered no to either of the above, provide an explanation of the circumstances:

B. Recruitment in Hiring Procedures for Start-up and/or On-going Compliance.

1. Description of company's traditional recruitment and hiring procedures.

2. Names of newspapers in which job openings will be listed (The wording "Women Encouraged to Apply" shall be included in all advertisements):

3. List organizations that will be sent recruitment notices (A minimum of 8 organizations need to be listed here. Please see the attached technical assistance sheet):

4. The General Contractor and Subcontractors on

Contract # 2012CAL (Name of Project) shall maintain a file of relevant documents related to recruitment including, but not limited to: copies of all advertisements for job openings related to the project, including placement of such advertising and dates thereof; copies and/or notations of all referrals requested and all referrals received for employment on the project, including names, addresses and phone numbers of all female applicants; records of all individual applications made for employment on the project and the results of these individual applications; and a record of all persons hired to work on the project together with their starting dates.

5. The General Contractor and Subcontractors of

Contract # 2012CAL (Name of Project) shall establish and maintain a printed list of the skill requirements for each construction trade category they employ. This list should cover specific skills used on the job, experience with specialized tools and any other standards the contractor maintains for performance in the job category.

STATEMENT OF INTENT TO COMPLY

The Contractor and subcontractors on this project have read and understand the provisions of the City of Burlington's Women in Construction Trades Ordinance and the Livable Wage Ordinance as described in the Ordinance and the Administrative Policy statement.

The Contractor shall submit prior to the signing of the contract a completed Employment Plan, including wages to comply with the governing Ordinances. This Employment Plan shall have been approved by the Owner before the signing of the contract.

The Contractor and all subcontractors shall prepare and submit Monthly Compliance Reports no later than the first Thursday of each month following the month work is performed. The Owner shall be notified of any work suspension, the day work was suspended, and the day the work commencement is anticipated. This Monthly Compliance Report shall document the name, address, social security number and sex of each worker, job classification, and total hours worked each day on the project, total hours worked during this time period, rate of pay and gross earnings.

The Contractor and subcontractors shall comply with all Ordinances spelled out in the contract throughout the contract period.

(Signature of Authorized Official)

(Date)

**TECHNICAL ASSISTANCE SHEET
FOR WOMEN IN CONSTRUCTION TRADES ORDINANCE
- RECOMMENDED RECRUITMENT LIST -**

Reach-Up
"Community Service Placement only"
101 Cherry St Suite 101
Burlington, VT 05401
802.863.7360
Contact: Julia Chase

Vermont Works for Women
51 Park St
Essex Jct., VT 05453
800.639.1472 x108
Contact: Kristen Mullins

Center for Technology, Essex
3 Educational Dr
Essex Jct., VT 05452
802.879.4832
Contact: Karen Archer, Adult Services Coordinator

Chittenden Community Action
191 North St
Burlington, VT 05401
802.863.6248
Contact: Peggy Treanor

Restart
c/o Probation and Parole
33-43 Pearl St, Room 305A
Burlington, VT 05401
863-7452
Contact: Glen Boyd, Director

Department of Labor
63 Pearl St.
Burlington, VT 05401
863.7676
Contact: Becky Trudeau, Career Development Specialist

**RECOMMENDED PRESS LISTING FOR
- CLASSIFIED ADVERTISING -**

For effective recruitment, it is a requirement to state in your advertisement, "Women Encouraged to Apply."

Burlington Free Press
Classified Advertising
191 College Street
Burlington, Vermont 05401
863-3441

Seven Days Newspaper
225 South Champlain Street
Burlington, VT 05401

Vermont Times
P.O. Box 940
3 Webster Road
Shelburne, Vermont 05482

Times-Argus
112 Main Street
Montpelier, Vermont 05602

Attached is a sample monthly compliance report form.

- * You may use this form, or submit your company payroll form, with all of the required information! (see sample form)
- * This report should contain information for at least 4 full payweeks, but need not correlate precisely with the calendar month.
- * Reports are due no later than the first Thursday of each month, and should be sent to:

**City of Burlington
645 Pine Street
Attn: Erin Demers
Burlington, VT 05401**

- * The authorized official shall submit with each report, the following statement:

"I verify that the information on the monthly compliance report is true, and in compliance with the employment plan."

This statement shall be signed and dated by the authorized official.

END OF WOMEN IN CONSTRUCTION TRADES ORDANCE

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/24/2008

PRODUCER

Agency Name
Agency Address

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC #

INSURED

Subcontractor/Vendor/Business Name

INSURER A: Name of Insurance Company

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS																		
<input checked="" type="checkbox"/>	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC	Policy Number	Eff. Date	Exp. Date	<table><tr><td>EACH OCCURRENCE</td><td>\$</td><td>1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$</td><td>300,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$</td><td>5,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$</td><td>1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$</td><td>2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$</td><td>2,000,000</td></tr></table>	EACH OCCURRENCE	\$	1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	300,000	MED EXP (Any one person)	\$	5,000	PERSONAL & ADV INJURY	\$	1,000,000	GENERAL AGGREGATE	\$	2,000,000	PRODUCTS - COMP/OP AGG	\$	2,000,000
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<input checked="" type="checkbox"/>	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Policy Number	Eff. Date	Exp. Date	<table><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$</td><td>1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td><td></td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td><td></td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td><td></td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000	BODILY INJURY (Per person)	\$		BODILY INJURY (Per accident)	\$		PROPERTY DAMAGE (Per accident)	\$							
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PROPERTY DAMAGE (Per accident)	\$																						
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				<table><tr><td>AUTO ONLY - EA ACCIDENT</td><td>\$</td><td></td></tr><tr><td>OTHER THAN AUTO ONLY: EA ACC</td><td>\$</td><td></td></tr><tr><td>AGG</td><td>\$</td><td></td></tr></table>	AUTO ONLY - EA ACCIDENT	\$		OTHER THAN AUTO ONLY: EA ACC	\$		AGG	\$										
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	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				<table><tr><td>EACH OCCURRENCE</td><td>\$</td><td></td></tr><tr><td>AGGREGATE</td><td>\$</td><td></td></tr><tr><td></td><td>\$</td><td></td></tr><tr><td></td><td>\$</td><td></td></tr><tr><td></td><td>\$</td><td></td></tr></table>	EACH OCCURRENCE	\$		AGGREGATE	\$			\$			\$			\$				
EACH OCCURRENCE	\$																						
AGGREGATE	\$																						
	\$																						
	\$																						
	\$																						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	Policy Number	Eff. Date	Exp. Date	<table><tr><td><input checked="" type="checkbox"/> WC STATU- TORY LIMITS <input type="checkbox"/> OTH- ER</td><td></td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$</td><td>100,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$</td><td>100,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$</td><td>500,000</td></tr></table>	<input checked="" type="checkbox"/> WC STATU- TORY LIMITS <input type="checkbox"/> OTH- ER			E.L. EACH ACCIDENT	\$	100,000	E.L. DISEASE - EA EMPLOYEE	\$	100,000	E.L. DISEASE - POLICY LIMIT	\$	500,000						
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E.L. DISEASE - POLICY LIMIT	\$	500,000																					
	OTHER Installation Floater	Policy Number	Eff. Date	Exp. Date	As per contract Requirement or value of goods installed.																		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

The City of Burlington is listed or included as additional insured with regard to the general liability and automobile liability policies, as required by written contract or agreement.

CERTIFICATE HOLDER

City of Burlington
<INSERT DEPARTMENT NAME>
149 Church Street
Burlington, VT 05401-

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL **30** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

SIGNATURE REQUIRED